REMARKS/ARGUMENTS

Following amendment, claims 1-42 remain in the present application. It is believed that the application as amended in now in condition for allowance and examination of the amended claims is respectfully requested.

Objection to the Drawings

The Office Action objected to FIG. 2 because the specification contained no reference to depicted element 214. In response, Applicants propose to add a reference in the specification as indicated above in the amendment to the specification. It is believed that this amendment is supported by the specification and that no new matter is being added through this amendment.

Rejection under 35 USC §102(b)

The Office Action rejected claims 1-13, 15-27, 29-40 and 42 under 35 USC 102(b) as being anticipated by US. Patent No. 5,694,551 (the Doyle reference). Applicants have carefully reviewed Doyle and urge that it neither teaches or suggests the present invention as claimed.

The present invention as claimed relates to system and method for tracking, updating and sharing information related to a supply chain purchasing transaction. Specifically, the system according to the present invention provides a means for creating **corresponding delivery order when a purchase order is generated. The corresponding delivery order may be configured to have any number of attributes which allows users to monitor, update and control access to the information.**

In contrast, as described in its abstract, Doyle relates to:

> An electronic requisitioning system for channeling customer requisition orders to internal suppliers and outside vendors, and processing invoices using a centralized computer system. A customer accesses an electronic item catalog and requisition form to place an order transmitted to the central computer system. Requisitions are segregated by supplier and sent as purchase orders to appropriate internal suppliers and outside vendors that ship the items directly to the customer. Invoices are centrally processed and the customer receives a combined invoice for all items requisitions and may transmit payment back through to the central computer system.

In other words, Doyle operates as an intermediary system merely to receive, track, and forward customers' purchase orders to the appropriate supplier/vender. The vendor/supplier then separately handle any type of fulfillment and delivery of the order. Doyle is essentially a message handling system that receives and forwards order requests for handling by the supplier/vender.

Rejection under 35 USC §102 require that the anticipatory reference contains each and every element of the claimed invention (see MPEP §2131). As explained in greater detail below, Applicants suggest that Doyle cannot anticipate the present invention because Doyle contains no suggestion of creating a delivery order corresponding to the purchase order and certainly does not create delivery orders that have any number of attributes which allows users to monitor, update and control access to the information. For example, the present invention can start where Doyle ends in that the present invention address what happens when the initial vendor/supplier (aka, "first supply chain trading partner") does not have the desired good and elicits help from another vendor/supplier (aka, second supply chain trading partner) to complete the initial purchase request while allowing the initial vendor/supplier to monitor the status of the order to ensure fulfillment and delivery by the second vendor/supplier.

Referring now to claim 1, reproduced below, the present invention provides:

> A method for sharing, tracking and updating supply chain purchasing transactional information, comprising the steps:
>
> importing a purchase order having one or more user defined attributes, wherein said purchase order is associated with a first supply chain trading partner;
>
> and creating in real time a corresponding delivery order having one or more user defined attributes, wherein said corresponding delivery order associated with a second supply chain trading partner, said delivery order being accessible by said buyer and said first trading partner.

Applicants have reviewed Doyle and find no suggestion of the second element: the creation of a corresponding delivery order having one or more user defined attributes, wherein said corresponding delivery order associated with a second supply chain trading partner, said delivery order being accessible by said first trading partner. As defined in the specification of the present application at paragraph 28 of the printed application and as depicted in FIG. 5, a delivery order corresponds to the purchase and represents information as needed to deliver the order once the needed goods/services have been collected, either from the vendor or another third party. As described in the Background section of the present invention, there are problems in purchases where the buyers and vendors cannot easily share, track, and update supply chain purchasing transactional information across multiple vendors. Essentially, the present invention provides a centralized purchasing and delivery system that centrally stores both purchase order and delivery orders so that either or both can be instantly accessed and modified to improve transactional efficiency. This functionality is simply not found in Doyle that serves to merely forward purchase requests. The Office Action sites to sections of Doyle that merely indicate that the purchase order information can be forwarded as needed within the vendor or to outside vendors as needed, not the creation of a delivery order. As defined in the specification and as illustrated in FIG. 5, a delivery order is not merely forwarding of the purchase order, but instead a **data structure** that contains other information such as delivery data and information on the actual goods to be delivered.

Furthermore, Doyle contains no technology to enable a purchaser to review and update a delivery order as needed, such as requesting expedited delivery of a portion of the order while awaiting fulfillment of the remainder of the order.

Moreover, there is no teaching or suggestion in Doyle of allowing real time and updating of the order information so that any supply chain partner can update the status of the order or modify order information. In fact, Doyle teaches away from real time at Col. 5, lines 45-47 where specification indicates that the system runs in batch mode.

Moreover, there is no teaching or suggestion in Doyle whatsoever of either purchase orders or delivery orders with user definable attributes as defined in the specification of the present application.

Accordingly, Applicants urge that claim 1 is allowable for the above reasons. Claims 15, 29, and 42 are likewise allowable under similar rationale. Remaining claims 2-14, 16-28, and 30-41 should be allowable as depending from allowable claims 1, 15, and 41.

Furthermore Claims 2-13, 16-27, and 30-40 should be separately allowable under 35 USC §102 in view of Doyle. For example:

(Claim 2) Doyle does not teach the step of creating a configurable status attribute for said delivery order. There is no indication in Doyle of modifying the delivery order data structure in order to update the status of the delivery. Thus, Doyle could tell a buy that a company was responded by return e-mail that the order is accepted, but Doyle could not tell the buyer the location and delivery data of the order.

(Claim 3) Doyle does not teach that the step of creating said corresponding delivery order further includes the step of importing data from said purchase order into said delivery order.

(Claim 4) Doyle does not teach the step of monitoring for changes to data contained in said delivery order. While Doyle would allow a user to modify and save data, there is no monitoring of the changes. For example, if a shipper changes delivery dates, the change would not be noted in Doyle but in the present invention, the change may be noted and a notice may be forwarded to the buyer.

(Claim 5) Doyle does not teach the step of comparing said changes to said data and determining whether a business rule has been violated since there is no monitoring of changes.

(Claim 6) Doyle does not teach the step of notifying one of said trading partners when a business rule has been violated since there is no monitoring or comparison of changes.

(Claim 7) Doyle does not teach the step of creating a filter configured so that said filter allows a third trading partner to access said delivery order based on a third party attribute in said delivery order. In this way, a third party may access only those delivery orders applicable to that third party.

(Claim 8) Doyle does not teach the step of creating a filter configured so that said filter allows a third trading partner to access said delivery order based on a status attribute in

said delivery order. In this way, a delivery company may access, for examples, orders that still need to be shipped and contact the vendors to offer to complete the shipments.

(Claim 9) Doyle does not teach the step of making accessible data contained in said delivery order to a logistical application, since there is no suggestion in Doyle of a Logistic application as defined in the present specification.

(Claim 10) Doyle does not teach that the logistical application is a transport application since there is no suggestion in Doyle of any Logistic application, let alone a transport application as defined in the present specification..

(Claim 11). Doyle does not teach that the logistical application is a monitoring application since there is no suggestion in Doyle of a Logistic application, let alone a monitoring application as defined in the present specification.

(Claim 12) Doyle does not teach that the delivery order corresponds to said purchase order based on a purchase order attribute for said delivery order since no suggestion in Doyle of delivery orders or corresponding the delivery orders to the purchase orders according to the purchase order attributes.

(Claim 13) Doyle does not teach the step of creating a one-to-many attribute in said delivery order.

Rejection under 35 USC §103

The Office Action rejected claims 14, 28, and 41 under 35 USC 103 as being obvious in view of the combination Doyle and US. Patent No. 6,889,197 (the Lidow reference). Applicants have reviewed Lidow and respectfully suggest that it does not make up for the deficiencies in Doyle, *inter alie*, in that no delivery order is created. Furthermore, Applicants suggest that is wrong to combine both Lidow and Doyle since they relate to separate fields, respectively, of shipping and order maintenance. The only motivation to combine the reference would be to wrongly recreate the present invention in hindsight.

Conclusion

It is believed that there are will be no fees for this amendment. If there are any fees due in connection with the filing of this response, please charge the fees to our Deposit Account No.

50-1349. Specifically, EXCEPT for fees payable under 37 CFR §1.18, the Commissioner is hereby authorized by this paper to charge any additional fees during the entire pendency of this application, including fees due under 37 CFR §1.16 and 1.17 which may be required, including any required extension of time fees, or credit, any overpayment to deposit account No. 50-1349. This paragraph is intended to be a constructive petition for extension of time in accordance with 37 CFR §1.136(a)(3).

Respectfully submitted,

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